

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement ("Agreement") is entered into on the date listed below by and between the City of Beverly ("City") and the Communications Workers of America, AFL-CIO ("CWA").

WHEREAS, CWA is the exclusive representative for the City's white and blue collar employees and school crossing guards for the purpose of collective negotiations with the City regarding the terms and conditions of their employment; and

WHEREAS, the City and CWA were parties to a collective negotiations agreement effective January 1, 2012 through December 31, 2015 ("2015 Agreement"); and

WHEREAS, upon the expiration of the 2015 Agreement, the City and CWA entered into negotiations for a successor collective negotiations agreement; and

WHEREAS, as a result of those negotiations, the City and CWA have agreed upon the terms and conditions of a successor collective negotiations agreement and desire to memorialize those terms and conditions in this Memorandum of Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and CWA agree to the following modifications to the 2015 Agreement:

### **Article II Management Rights**

Delete entire paragraph and replace with the following:

A. Subject to the provisions of this Agreement, the City Council reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by municipal governing bodies, and the management of a municipality, including, but not limited to, the right to:

1. The executive management and administrative control of the city government and its properties and facilities and the activities of its employees;
2. Hire all employees and, subject to the provisions of law, to determine their qualification and conditions for continued employment, or assignment, and to promote and transfer employees.
3. Suspend, demote, discharge, or take other disciplinary action for just cause.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practice in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of New Jersey and of the United States, and ordinances of the City of Beverly.

C. Nothing contained herein shall be construed to deny or restrict the City of its powers, rights, authority, duties, or responsibilities under R.S. 40, 40A and 11, or under any other national, state, county, or local laws or ordinances.

#### **Article V Hours of Work/Breaks**

- Paragraph A: move the language “including employees who perform court work for court recording and court sessions” to new Attachment B entitled “Inactive titles” and add Violations Clerk.
  - Subparagraph b & c as currently written will be moved to the new Attachment B
  - New subparagraph B to read “max 30 hours per week for clerical/white collar employees.”
- Paragraph B: remove the sentence “the adjustment shall not be made on a permanent basis.”
- Paragraph C: revise blue collar employee hours to state 6:30 a.m. to 3:00 p.m. Monday to Friday
- Paragraph D: clarify that school crossing guards work two (2) one hour shifts per day
- Paragraph E: clarify that the lunch and breaks are for those employees working 30 hours per week.
- Paragraph G: revise paragraph to read: “Whenever a blue-collar employee is called into work, the employee will be paid for not less than three (3) hours’ time which shall be paid at time and one half.
- Paragraph H: revise to reflect that overtime will be paid at the overtime rate with no option to receive comp time in lieu of payment.

#### **Article VI Salaries and Programs: Direct Deposit, Credit Union & Deferred Plans**

- Paragraph A: the following salary increases, effective 1/1 of each contract year:
  - 2016: 1.5%
  - 2017: 2%
  - 2018: 2%
  - 2019: 2%
  - 2020: 2%
- The titles of deputy court administrator, court recorder, court work and laborer/foreman will be moved to new Attachment B as inactive titles.
- Change the Tech/Ass’t new hire rate minimum to \$15 per hour and maximum \$30 per hour
- Change the Blue Collar full-time new hire rate to minimum \$25,000 annually and maximum to \$40,000
- Change the part-time blue collar laborer minimum to \$12 and maximum to \$16
- Add violations clerk \$18 per hour, minimum \$14,000 and maximum \$20,000
- Paragraph E: revise to read “Paychecks will be issued on a bi-weekly basis.”
- Paragraph H: revise to read “The Employer shall accommodate an employee who elects to have payroll deductions for any deferred program offered by the City.”

## **Article VII Grievance Procedure**

- Change all time periods to calendar days, excluding City Holidays and Board of Education recesses
- Insert Attachment A- Grievance Form to agreement.
- Paragraph C: remove immediate supervisor and replace with City Administrator
- Step I, II and III: delete Beverly Mayor and Council and replace with “the appropriate Council subcommittee.”
- Paragraph D1: add to end of section “If the Union does not move the matter to the next step in writing, the grievance shall be considered abandoned by the Union.”
- Delete Paragraph D4
- Paragraph D6: delete “or oral”
- Paragraph E4: revise to read “Grievance of minor disciplinary action [five (5) day suspensions or less] shall be filed at Step 1.”
- Paragraph E5: revise to read “No discipline which results in loss of pay shall be imposed prior to the employee having a hearing unless it is determined that the employee is unfit for duty; is a hazard to any person if permitted to remain on the job; that an immediate suspension is necessary to maintain safety, health, order or effective direction of public services; or the employee is formally charged with a crime of the first, second or third degree or a crime of the fourth degree on the job or directly related to the job.”
- Paragraph E6: remove the word “approved” before notice of major disciplinary action throughout paragraph.
- Paragraph E7: revise to read “The Union shall retain the right to proceed directly to arbitration for major discipline of a crossing guard and/or any other non-civil service Union member.”
- Paragraph E8: revise to read “Should an employee receive a suspension it shall not be given in conjunction with a holiday or an employee’s approved paid time off that could cause the employee a greater loss than the suspension given, unless negotiated with CWA via settlement to include a holiday.”

## **Article VII Union Rights**

- Delete Paragraph D
- Revise Paragraph F to read “The Union will have the right to place items relating to Union and/or Employer business on existing employee bulletin boards or a designated area that employees receive usual notices if no bulletin boards exist.”

- Revise Paragraph H to read “The City of Beverly shall provide legal representation to its employee if litigation shall develop as a result of actions arising out of and in the course of the employee’s proper performance of their employment duties, except that no representation shall be provided for the defense of an employee with respect to a criminal or disorderly person matter in municipal or superior court.”
- Delete Paragraph J.
- Delete Paragraph K.

#### **Article IX Personnel Files**

- Revise Paragraph D to read as follows “Written records of counseling sessions contained in any personnel file shall not be considered in the progressive discipline process so long as there is no reoccurrence of the same or similar infraction for a twelve (12) month period from the date of the counseling.

#### **Article X Health Benefits**

- Paragraph B: Delete the following portion of the first sentence “paid in full by the employer which includes a five (\$5.00) and ten (\$10.00) co-pay.”
- Paragraph C: Revise the first sentence to read “All full-time employees will be eligible for family, single, parent/child or two adults medical benefits after sixty (60) days of employment.
  - Effective 1/1/17, reduce employee health insurance benefit contribution from Chapter 78 Tier 4 levels to 4% of the premium in each year of the agreement
- Paragraph D: All full-time employees shall be eligible to receive a total of \$100.00 reimbursement amount annually for eye care, including immediate family members (remainder of paragraph remains the same).
- Paragraph F: revise second sentence to read “If the employer changes the dental insurance provider to a new provider, the new provider must have substantially equal to or better coverage than the current New Jersey State Dental Plan.”

#### **Article XI Workers’ Compensation**

- Paragraph A: revise to read as follows: “When an employee is injured on duty, he or she shall notify his or her Supervisor or designee immediately so that a report may be prepared. The employee and his or her immediate Supervisor or designee is also required to prepare an incident report. When it is determined that the injury is work related, the employee shall be placed on Workers’ Compensation.”

#### **Article XII Seniority/Job Posting**

- Revise Paragraph D to read: “Job posting notices for vacant or new positions shall be provided to employees through their paychecks, whether or not same is posted on the City’s website.”

### **Article XIII Layoff/Recall-Civil Service Opt out & Furlough**

- Paragraph A remains as written
- New language for Paragraph B:
  - No full or part-time clerical employee, blue collar employee or crossing guard shall be laid off before a seasonal, temporary or provisional employee, employed by the City, is laid off.
  - If a layoff is still necessary after all seasonal, temporary or provisional employees have been laid off, then part-time clerical, blue collar and substitute crossing guards shall be laid off next in order of their seniority date of hire with the least senior employee being laid off first within their group (clerical, blue collar, crossing guards).
  - After all seasonal, temporary and provisional employees have been laid off and all part-time clerical, blue collar and substitute guards have been laid off, if a layoff is still necessary, then all full-time clerical, blue collar or crossing guards shall be laid off by their seniority date of hire with the least senior employee in each of the groups (clerical, blue collar, crossing guards) being laid off first.
  - Recall: all employees shall be recalled in the order in which they were laid off beginning with full-time clerical, blue collar or crossing guards as outlined above.
  - Last sentence of paragraph B remains the same.
- Paragraphs C & E remain the same
- Paragraphs D and F are deleted.

### **Article XIV Union Dues**

- Change CWA address in paragraph A to CWA Local 1036, Attention Finance Officer, 1 Lower Ferry Road, West Trenton, NJ 08628

### **Article XVI Holidays**

Revise paragraph of article as follows:

- Maintain the first two sentences; delete remaining sentences and replace as follows:
  - If an employee is called in to work on a Saturday that is a recognized holiday celebrated the previous Friday, the employee shall receive time and one half the employee's hourly rate for the Saturday work. If an employee is called in to work on a Sunday that is a recognized holiday to be celebrated the subsequent Monday, the employee shall receive double time and a half the employee's hourly rate for the Sunday work.

### **Article XVII Leaves of Absence-Sick Leave**

- Revise Paragraph B to read "Full-time employees shall receive fifteen (15) sick days on January 1 of each year."
- Revise Paragraph G to the second sentence reads "The City may require medical proof of illness as a precondition to entitlement to sick leave benefits where the sick leave exceeds **three (3) days** per occurrence.

#### **Article XVIII Vacation Leave**

- Revise Paragraph B to read as follows: "Vacation not taken in a given year because of business demands shall accumulate and be granted in the next succeeding year, through June 30<sup>th</sup>."
- Delete Paragraph C
- Delete Paragraph G
- Revise Paragraph H to read as follows: "If an employee dies while employed with the City, 100% of his/her accumulated vacation time shall be paid to the employee's spouse and/or estate at the employee's daily rate of pay at the time of his/her death. Proof of the employee's estate may be required before payment will be released."

#### **Article XXII Bereavement Leave**

- Revise Paragraph A to reflect that the five days will be provided for the death of an immediate family member residing outside of New Jersey. Add that two (2) days of paid bereavement leave shall be provided for the death of an extended family member.
- Delete paragraph B and replace with the following: an immediate family member shall mean a spouse, child, mother, father, sibling, mother-in-law, father-in-law, or grandparent, or any individual permanently residing in the employee's household. To be considered for this, the person must be permanently residing in, and a significant member of, the employee's household, which can be verified by a driver's license, photo ID, voting registration, mail delivery, utility bill, or other documentation, as verified by the City Administrator. An extended family member shall mean an uncle, aunt, brother-in-law, sister-in-law, niece, nephew, or grandparent-in-law.

#### **Article XXV Retirement and Pension**

- Revise Paragraph A, third sentence to read "Payment shall be made within sixty (60) days after commencement of retirement. The term "retirement" is as defined by PERS."

#### **Article XXVI Clothing Service or Allowance**

- Delete Paragraph A(1)
- Increase shoe allowance to \$125.00 per year

#### **Article XXVIII School Crossing Guards-Special Provisions**

- Delete Paragraph B
- Paragraph D revise to read: School Crossing Guards shall receive ten (10) paid days off. Substitute Crossing Guards are not eligible for this paid time off.
- Paragraph E(d) bereavement leave: Delete paragraph and revise to read: School Crossing Guards shall receive three (3) paid bereavement leave days in each contract year for the death of an immediate family member and five (5) paid bereavement leave days each contract year for the death of an immediate family member residing outside of New Jersey. An immediate family member shall mean a spouse, child, mother, father, sibling, mother-in-law, father-in-law, or grandparent, or any individual permanently residing in the employee's household. To be considered for this, the person must be permanently residing

in, and a significant member of, the employee's household, which can be verified by a driver's license, photo ID, voting registration, mail delivery, utility bill, or other documentation, as verified by the City Administrator. School Crossing Guards shall receive one (1) day of paid bereavement leave each contract year for the death of an extended family member. An extended family member shall mean an uncle, aunt, brother-in-law, sister-in-law, niece, nephew, or grandparent-in-law. Bereavement leave does not apply to substitute Crossing Guards.

- New Paragraph E(e): Beginning in 2017, Crossing Guards shall receive three (3) paid holidays annually: Thanksgiving, Day after Thanksgiving and Christmas. Substitute Crossing Guards shall not be eligible for paid holidays.
- Revise paragraph F to reflect a \$40.00 per year shoe reimbursement.

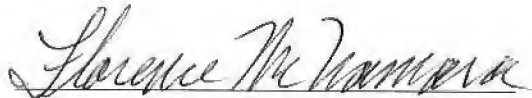
All appropriate date changes shall be made where necessary.

All portions of the collective negotiations agreement not specifically referenced herein shall remain unchanged.

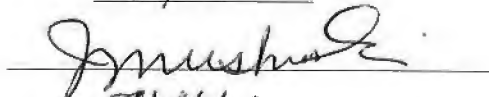
All other proposals made by either party that are not expressly contained within this Agreement or hereby withdrawn.

The foregoing terms are subject to ratification by the CWA membership and by the City's governing body; however, the undersigned representatives executing this MOA and all members of the parties' respective negotiating teams represent and warrant that they have negotiated the foregoing terms in good faith, that they will urge their respective constituencies to ratify this Agreement and that they themselves will vote to ratify this Agreement if called upon to do so.

**FOR CWA**



Date: 5/4/17



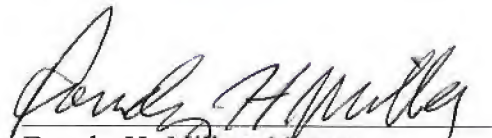
Date: 5/4/17

**FOR THE CITY**



Rich Wolbert, City Administrator

Date: 5/5/17



Randy H. Miller, Mayor

Date: 5/12/17

### Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s).

Name

*Clair B Kennedy*

Title

*Deputy Municipal Clerk*